

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

DAVID & ANGELLA NAZARIAN FAMILY  
TRUST,

*Plaintiff,*

v.

NANO GLOBAL CORP.,

*Defendant.*

Civil Action No. 1:20-cv-519

**Jury Demanded**

**COMPLAINT FOR BREACH OF CONTRACT**

Plaintiff David & Angella Nazarian Family Trust (“Plaintiff” or the “Nazarian Trust”) brings suit against Defendant Nano Global Corp. (“Defendant” or “Nano”) and alleges as follows.

**Parties**

1. Plaintiff David & Angella Nazarian Family Trust is a traditional trust with David Nazarian and Angella Nazarian, both residents of California, as the trustees. The Nazarian Trust is the holder of the Convertible Promissory Note at issue in this suit.

2. Defendant Nano Global Corp. is a Delaware corporation with offices located at 1705 Guadalupe Street Suite 400 Austin, Texas 78701-1272. Defendant is the issuer of the Convertible Promissory Note at issue in this suit. Defendant can be served by serving its registered agent CT Corporation System, 1999 Bryan St., Suite 900, Dallas, Texas 75201.

**Jurisdiction & Venue**

3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332. There is complete diversity of citizenship and the amount in controversy exceeds \$75,000.

4. This Court has personal jurisdiction over Defendant Nano. Nano's principal place of business is located within this district. In addition, Nano consented to the jurisdiction of "the United States Federal Courts of the United States for the Western District of Texas for the purpose of any action or proceeding arising out of or relating to this Note" (i.e., the Convertible Promissory Note at issue). Exhibit A § 8.7.

5. Venue is proper in this judicial district under 28 USC § 1391. In addition, Nano agreed to venue in this Court. *Id.*

### **Factual Allegations**

6. On September 18, 2019, in consideration of Plaintiff's provision of funds, Defendant issued a Convertible Promissory Note to the Nazarian Trust in which Defendant unconditionally promised to pay Plaintiff the principal sum of \$2,500,000 (two million five hundred thousand dollars), along with accrued interest at a contractually agreed interest rate of 4.25% per annum (the "Note"). Exhibit A. Payment of the Note's outstanding principal and accrued interest was "due and payable on the earlier of (i) December 31, 2019 ('Maturity Date'); (ii) the closing of a Qualified Financing as defined below; and (iii) the occurrence of an Event of Default as defined below." Ex. A § 1 (underline in original). The entire principal and all accrued interest under the Note became due and payable on the Note's Maturity Date, December 31, 2019.

7. Despite demands from Plaintiff, Defendant has yet to remit to Plaintiff any portion of the amounts that became due and payable December 31, 2019, leaving an unpaid sum of \$2,500,000 in principal plus interest at 4.25% per annum that is continuing to accrue.

### **Count One – Breach of Contract**

8. The Nazarian Trust incorporates by reference the allegations of the foregoing paragraphs of this complaint and further alleges as follows.

9. Plaintiff is the legal owner and holder of the Note and is entitled to receive all payments due under the terms of the Note. Defendant Nano Global Corp. is the issuer of the Note. The Note constitutes a valid, legally binding, and enforceable contract between Plaintiff and Defendant.

10. Any and all conditions precedent to recovery by Plaintiff under the Note, or to the filing this action, have been performed or have occurred.

11. On December 31, 2019, the principal amount of \$2,500,000 and all accrued interest became due and payable to Plaintiff from Defendant under the Note.

12. Defendant has failed to perform and is in breach of its obligations to pay the amounts due under the Note, which failure has damaged and will continue to damage Plaintiff.

**Jury Demand**

13. Plaintiff demands trial by jury of all issues.

**Relief Requested**

Plaintiff requests that the Court enter judgment for the Plaintiff and against Defendant for the following:

- A. Compensatory damages in the amount of \$2,500,000, plus interest in the amount of 4.25% per annum;
- B. Costs of suit;
- C. Prejudgment and post-judgment interest at the maximum legal rate; and
- D. Any and all other relief to which Plaintiff may be entitled.

Respectfully submitted,

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Signed May 14, 2020

By: /s/ Karen C. Burgess

Karen C. Burgess

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(*pro hac vice* application forthcoming)

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